

R U L E S

of the

G. E. C.

SICK AND
BENEVOLENT
ASSOCIATION

(Established 1891)

REVISED

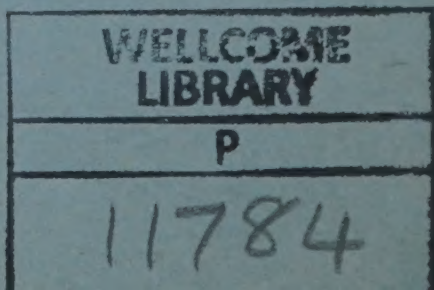
1947

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RULES OF THE *S.E.C.* SICK AND BENEVOLENT ASSOCIATION

(Revised 1947)

Definitions.

1. In these Rules the following expressions shall have the following respective meanings unless there is something in the subject or context inconsistent therewith :—

“ The Association ” means THE *S.E.C.* SICK AND BENEVOLENT ASSOCIATION.

“ The Company ” means The General Electric Company Limited.

“ Allied Companies ” means the Companies named in the Schedule hereto and such other Companies (being Companies in which the Company holds a share interest) as shall from time to time be declared by resolution of the Main Committee to be Allied Companies and be approved as such by the President.

“ The Main Committee ” means the Main Committee elected under these Rules and for the time being in office.

“ Local Committee ” means a Local Committee elected under these Rules and for the time being in office.

“ The President ” means the President for the time being of the Association.

“ The Chairman ” means the Chairman for the time being of the Association.

“ The Treasurer ” means the Treasurer for the time being of the Association.

“ The Auditors ” means the Auditors for the time being of the Association duly appointed under these Rules.

“ The Secretary ” means the Secretary for the time being of the Association duly appointed under these Rules.

“ Local Secretary ” means a Local Secretary for the time being of the Association duly appointed under these Rules.

“ Local Assistant Secretary ” means a Local Assistant Secretary for the time being of the Association duly appointed under these Rules.

“ Local Secretary (Assistant) ” means Local Secretary except that for a person employed in a small establishment such expression shall mean Local Assistant Secretary.

“ Member ” means a Member for the time being of the Association.

In these Rules and where the context so admits the singular shall include the plural and *vice versa*, and the masculine gender shall include the feminine.

Objects and Constitution.

2. (1) The objects of the Association are :—
 - (a) To provide a Sick Fund for the financial assistance of its Members during sickness.
 - (b) To make such annual distribution of the sum standing to the credit of the Sick Fund as is provided under Rule 14.
 - (c) To provide a Benevolent Fund—
 - (i) for the assistance of its Members in special cases of sickness or distress, and
 - (ii) for certain payments on the death of a Member
 as laid down in Rule 15.
- (2) The Association shall consist of two separate Funds :—
 - (a) THE SICK FUND. This shall comprise all monies received by way of subscription under Rule 6, any interest received on accumulated subscriptions, any sums which may be granted to the Sick Fund and any sum carried forward from the previous year. Sick Pay, Refunds and the Annual Distribution as provided in Rules 7–14 inclusive, the remuneration of the Secretary and Local Secretaries, the fees of the Auditors and any other expenses sanctioned by the Main Committee for or towards the operation of the Sick Fund shall be paid out of the Sick Fund.

- (b) **THE BENEVOLENT FUND.** This shall comprise all moneys received by way of subscriptions under Rule 15, any interest and dividends received on accumulated subscriptions and investments or securities belonging to the Benevolent Fund and any sums which may be granted to such Fund. All benefits and grants made under the provisions of Rule 15 shall be paid out of the Benevolent Fund.

Officers.

3. (1) The Chairman for the time being of the Company shall be **PRESIDENT** of the Association.

(2) The President shall be the **TRUSTEE** of the Association.

(3) The **CHAIRMAN** of the Association shall be a Director of the Company and shall be nominated by the President. The Chairman shall (subject to Rules 16 (10) and 20 (5)) preside at all meetings of the Main Committee and General Meetings of the Association at which he is present.

(4) The **SECRETARY** shall be appointed annually by the Main Committee, and shall hold office until after the conclusion of the first meeting of the Main Committee held after the Annual General Meeting of the Association.

The Main Committee shall have power to appoint another person in place of the Secretary in the event of his death, retirement, prolonged illness or for such other reason as the Main Committee thinks fit.

The office of Secretary cannot be held by a Committeeman of the Main Committee or any Local Committee.

The Secretary shall collate from the Local Secretaries details of subscriptions collected and payments made by them and shall deal with all moneys of the Association as directed by the Treasurer, and shall generally exercise the functions of a Secretary in connection with the Association.

(5) A **LOCAL SECRETARY** shall be appointed by each Local Committee in accordance with the provisions of Rule 17 (5). The Local Committee shall have

power to appoint another person in place of the Local Secretary in the event of his death, retirement, prolonged illness or for such other reason as the Local Committee thinks fit. The office of Local Secretary cannot be held by a Committeeman of the Main or any Local Committee.

The Local Secretary shall collect and keep account of all subscriptions due from and shall be responsible for paying Sick Pay, Refunds, Dividends and any other sums as may, under these Rules, be due in respect of the Members in the area covered by his Local Committee and shall deal with such moneys as directed by the Treasurer. In addition the Local Secretary shall render to the Secretary details of all receipts and payments in manner prescribed from time to time by the Secretary and approved by the Treasurer and shall generally exercise the functions of a Secretary in connection with his Local Committee.

(6) A LOCAL ASSISTANT SECRETARY shall be appointed in respect of a Small Establishment as prescribed under Rule 18.

(7) The TREASURER shall be the Secretary for the time being of the Company. Should the Company have more than one Secretary, the Chairman shall nominate one of such Secretaries to be the Treasurer.

The Treasurer shall be responsible for all moneys paid to him except such as have been handed by him to the Trustee on the authority of the Main Committee. The Treasurer may place all moneys on deposit, either with the Company or any Bank approved by the Main Committee or may from time to time invest such moneys in such securities as the Main Committee approve.

(8) There shall be two AUDITORS who shall be elected by the Annual General Meeting from among the Members, and who shall hold office until the end of the next Annual General Meeting.

The Auditors shall audit the accounts of the Association and shall certify the Balance Sheet. A sum of three guineas per annum shall be paid to each of the Auditors.

The Main Committee shall have power to appoint another Member in the place of an Auditor in the

event of his death, retirement or prolonged absence due to illness or due to any other cause.

4.

Membership.

(1) Membership of the Association shall be open to all members of the Staff of the Company or any Allied Company subject to the following stipulations.

(2) All applications for Membership of the Association must be made to a Local Secretary (Assistant). No person shall be admitted as a Member until he has submitted to a medical examination by a Medical Adviser appointed by a Local Committee and the report by such Adviser is satisfactory to the Local Committee. The medical report made at the time the member of the Staff joined the Company or Allied Company may, if of recent date and satisfactory, be accepted for the above purpose.

(3) Should a person fail to become a Member of the Association at the time he becomes a member of the Staff, whether it was because he did not apply for Membership or because his medical report was unsatisfactory or for any other reason, then he shall not be admitted to Membership unless his case and an up-to-date medical report (the cost of which shall be borne by the Applicant) have been submitted by a Local Committee to the Main Committee and the Main Committee has agreed to his becoming a Member.

Termination of Membership.

5. Membership shall cease upon the happening of any of the following :—

(1) On receipt by the Member of notice to terminate his employment with the Company or Allied Company, as the case may be, except where the Member is changing his employment from the Company to an Allied Company, or *vice versa* or from one Allied Company to another Allied Company.

(2) On a Member giving notice to terminate his employment with the Company or Allied Company, as the case may be, except where the

Member is changing his employment from the Company to an Allied Company, or *vice versa* or from one Allied Company to another Allied Company.

- (3) On a Member leaving such employment without notice.
- (4) On a Member being dismissed without notice.
- (5) On a Member withdrawing his authority to the Company or Allied Company, as the case may be, to deduct the amount of his subscriptions from his salary.
- (6) Whilst in receipt of Sick Pay, the Member becomes employed by someone other than the Company or Allied Company.
- (7) If a Member drawing Sick Pay persistently fails to produce a medical certificate or if he fails to allow a doctor appointed by the Local Committee to examine him, and the Local Committee resolve that his Membership shall cease.
- (8) If a Member's membership is terminated under Rule 9.
- (9) If the Local Committee find that upon his application for Membership, the Member knowingly withheld from the Medical Adviser information concerning any ailment or disease previously suffered by such Member and the Local Committee decide that had the Medical Adviser known of such ailment or disease he would have been unlikely to have given the Applicant a satisfactory medical report.
- (10) If a Member is absent from work due to sickness for a period of 12 consecutive months from the date of his last payment from the Sick Fund. Such person may, however, rejoin the Association upon applying to his Local Committee, provided that a satisfactory medical report is given by a Medical Adviser appointed by the Local Committee.
- (11) Upon a Member being regarded by the Company or Allied Company as having ceased to be employed by it on account of his being called up for Service with the Armed Forces or

for any other form of National Service or on his being directed to other employment, or on account of any other reason.

Membership shall not cease by reason only of the Member's contract of employment becoming automatically terminated due to sickness after the period defined for such termination in the Member's Terms of Engagement, but in such cases Membership nevertheless shall cease if and when :—

- (a) the Member does not return to his employment with the Company or Allied Company when a certificate (either from his doctor or from a doctor appointed by the Local Committee) is obtained which no longer certifies him as being unfit for work, or
- (b) the Company or Allied Company indicates that notwithstanding the Member's recovery from illness he will not be re-engaged.

Shares and Subscriptions in the Sick Fund.

6. (1) (a) In the Sick Fund there are two classes of shares, namely 3d. and 1d. shares. Each share, whether 3d. or 1d., covers a salary of 5s. per week. Each Member shall hold a sufficient number of shares to cover fully his salary (as defined hereafter) with a maximum holding of 80 shares. Adjustments in the number of shares held by a Member due to changes in salary shall only be made on 1st November and 1st May.

(b) The expression "salary" shall mean the Member's total remuneration (excluding "overtime") from the Company or Allied Company, as the case may be, expressed as a weekly sum rounded up or down to the nearest multiple of 5s. Where a Member's remuneration is a fluctuating amount his salary shall be deemed to be the average remuneration he has received during the past six months. When the provisions relating to "Sickness Benefit" under the National Insurance Act 1946 come into force, in every case where the Member has satisfied the contribution conditions laid down in Clause 1 of the Third Schedule to the said Act there shall be deducted from such weekly sum aforesaid the full weekly amount which that Member would be entitled for

the time being to receive as Sickness Benefit under the said Act or any modification thereto for and in respect of himself alone (excluding any sum for a Child, Wife or Adult Dependent). Should the aforesaid amount not be an exact multiple of 5s., then for the purposes of this Rule it shall be rounded off to the nearest lower multiple of 5s.

A copy of the Weekly rate of Sickness Benefits provided in the Second Schedule of the said Act as at the date of these Rules is set out by way of explanation in the Appendix hereto.

(2) Each Member shall pay a weekly subscription to his Local Secretary (Assistant) amounting to three pennies for each 3d. share or one penny for each 1d. share held by him for the time being in the Sick Fund.

(3) The Member shall duly authorise the Company or Allied Company by whom he is employed to deduct from his salary at the end of each week or month, as the case may be, the amount due from him in respect of his subscriptions.

(4) A Member may hold either 3d. or 1d. shares, but not both classes at the same time. On joining the Association, the Member shall notify his Local Secretary (Assistant) of the class of share he desires to hold.

(5) A Member shall only be entitled to change the class of share held by him by notification to the Local Secretary (Assistant) to take effect on 1st November or 1st May.

(6) It shall be the duty of a Member to inform his Local Secretary (Assistant) without delay of any change in his circumstances which would bring about a variation in the amount of Sickness Benefit for and in respect of himself alone referred to in Sub-clause (1) (b) of this Rule and the Local Secretary (Assistant) shall adjust the Member's holding of shares on 1st November or 1st May, whichever shall next occur, so as to comply with the provisions of Clause (1) (a) of this Rule.

Sick Fund Benefits.

7. (1) Sick Pay will accrue from the Monday following two full weeks of absence by a Member from his employment due to sickness. Sick Pay will be paid to the Member by his Local Secretary (Assistant) at

the following rates for each share held by him at the date of each payment of benefit, namely :—

5s. per week for 13 weeks ;

2s. 6d. per week for a further 13 weeks.

(2) A Member falling sick and wishing to draw Sick Pay must send, or cause to be sent, to his Local Secretary (Assistant) a doctor's certificate not more than four nor less than two days before Sick Pay is due to start. Thereafter and during the time he is drawing Sick Pay a doctor's certificate must be sent every week. Where a Member is known to be sick and has failed to render any certificate as required by the foregoing, it shall be the duty of the Local Secretary (Assistant) to draw the Member's attention to such omission. The Local Secretary (Assistant) may withhold Sick Pay in such cases where the Member after such notice continues to default. After submission of the first Certificate the Local Committee may in such cases as it thinks fit dispense with any subsequent certificate.

(3) Sick Pay will terminate on the happening of any of the following, whichever shall first occur :—

(a) On the expiry of the 26 weeks mentioned in Clause (1) of this Rule.

(b) At the commencement of the week in which the Member returns to work.

(c) When his doctor or a doctor appointed by the Local Committee no longer certifies him as being unfit for work.

(d) When he ceases to be a Member in accordance with Rule 5.

(e) When Sick Pay is withheld under Rules 8 or 9.

(f) On the Member's death.

(4) If a Member's claim for Sick Pay arises within 12 months from any previous payments then, for the purpose of applying the rates of Sick Pay provided under Clause (1) of this Rule, the subsequent period of Sick Pay shall be considered as running continuously with the previous claims which arose within 12 months of one another.

8. The Local Committee shall at all times have the right to appoint their own Medical Adviser or authorised representative to report on a case and if their Medical Adviser or authorised representative

reports the Member fit to resume work or if the Member prevents the Local Committee's Medical Adviser from examining him or the authorised representative from interviewing him the Local Committee shall have power to withhold or discontinue Sick Pay.

9. Should the illness of a Member be certified by his own Doctor or a Medical Adviser appointed by the Local Committee to be due to or prolonged by the Member's misconduct, the Local Secretary (Assistant) shall be empowered to withhold or discontinue Sick Pay pending the decision of the Local Committee. The Local Committee shall have full discretion to decide whether or not such Member shall receive and continue to receive Sick Pay. In any such case the Local Committee shall have power to terminate the Member's membership or to suspend his membership for such period as it thinks fit. A person whose membership has been thus terminated may apply to his Local Committee for permission to re-join the Association. The Local Committee shall forthwith refer the application with their recommendation to the Main Committee together with an up-to-date report from their Medical Adviser. Such person shall only be re-admitted as a Member of the Association if the Main Committee so agree.
10. During the whole time a Member is in receipt of Sick Pay (whether at full or half rate) he shall be liable for his subscriptions to the Sick Fund and the Local Secretary (Assistant) shall, whilst the Member is not in receipt of Salary, deduct such subscriptions from the Sick Pay. For so long as a Member is absent from work due to sickness and is not in receipt of either Salary or Sick Pay he shall be exempt from all subscriptions.
11. No Sick Pay is payable in cases of absence from employment due to pregnancy or confinement.

Right of Appeal.

12. (1) Should a Member be dissatisfied with a decision given by his Local Committee on any matter which directly concerns him under Rules 7 to 11 inclusive, such Member shall have a right of appeal to the Main Committee against such decision. It shall be the

duty of the Local Secretary (Assistant), when informing a Member of any such decision, to remind the Member that he has a right of appeal and to draw his attention to the provisions of this Rule.

(2) A Member who wishes to exercise his right of appeal must do so by sending to the Secretary full details in writing of his case and his reasons for appealing not later than 14 days from the day the Member has received from his Local Secretary (Assistant) the notification of the Local Committee's decision. The Secretary shall thereupon send a copy of the Member's case and reasons for appealing to the Local Secretary, who shall promptly send in writing to the Secretary such comments on the matter as his Local Committee desire to make.

(3) The Main Committee shall then with all reasonable speed review the matter and shall have the right to summon the Member, the Local Secretary and/or any other person to attend before it.

(4) The Main Committee shall have the right to obtain such further medical evidence as it deems necessary and to amend the Local Committee's decision in such manner as it thinks fit or to dismiss the Member's appeal. The decision of the Main Committee shall be final and binding and pending the Main Committee's decision the decision of the Local Committee shall be operative.

Refunds.

13. Upon Membership ceasing for any reason the Member shall be entitled to receive back from the Sick Fund all subscriptions paid by him during the current year, less the following percentage deductions :—

In the case of the 3d. shares, the percentage which the total outgoings of the Fund per share for the previous year was in relation to 13s.

In the case of the 1d. shares, the percentage which the total outgoings of the Fund per share for the previous year was in relation to 4s. 4d.

Where the previous year contained 53 pay days, the amounts of 13s. and 4s. 4d. mentioned above shall be replaced by 13s. 3d. and 4s. 5d. respectively.

The Member shall not be entitled to any other benefits from the Sick Fund. Should the cessation of Membership be due to death, then the Local Secretary (Assistant) shall without delay pay the Refund benefit to the deceased Member's legal personal representatives.

Annual Distribution of Sick Fund.

- 14.** (1) On the 31st October in each year the amount then standing to the credit of the Sick Fund (after allowing for all Refunds under Rule 13, the remuneration of the Secretary and Local Secretaries, the Auditors' fees and all other expenses attributable to the Sick Fund) shall be ascertained and the remaining sum shall be divided amongst the Members, as set out below, such distribution to be made to the nearest available halfpenny per share, the balance (if any) to be carried forward to the next year.

The Annual Distribution shall be made to the Members as soon as reasonably possible after the dividend for the year has been approved by the Annual General Meeting.

- (2) Each Member who has subscribed for one class of share for a full year shall be entitled:—

In respect of each 3d. share held by him, to 13s. less an amount equal to the total outgoings for the year divided by the total number of both 3d. and 1d. shares in the Fund.

In respect of each 1d. share held by him, to 4s. 4d. less an amount equal to the total outgoings for the year divided by the total number of both 3d. and 1d. shares in the Fund.

Where a year contains 53 pay days, the amounts of 13s. and 4s. 4d. mentioned above shall be replaced by 13s. 3d. and 4s. 5d. respectively.

- (3) Where a Member has not subscribed for a full year or has changed his class of share during the year, his distribution shall be the amount he would have received had he subscribed for a full year, adjusted, however, in the proportion which his actual subscription bears to a full year's subscription for the class of shares held.

- (4) In the event of a Member dying on or after the 31st October and before the Annual Distribution has been made, then the Local Secretary (Assistant)

shall without delay pay the amount, due to such Member by way of Annual Distribution, to the deceased Member's legal personal representatives.

The Benevolent Fund.

15. (1) Every Member, irrespective of the number or class of shares held by him in the Sick Fund, shall subscribe 2d. per month to the Benevolent Fund and shall authorise the Company or Allied Company by whom he is employed to deduct the amount from his salary.

(2) On the death of a Member the Local Secretary (Assistant) shall pay a sum of 15 guineas to the Member's widow or such other person as in the sole discretion of the Local Committee merits the receipt of such sum. Beyond this payment, Members shall have no claim as of right on the moneys of the Benevolent Fund.

(3) Out of the accumulated moneys, investments and securities for the time being belonging to the Benevolent Fund, the Main Committee shall have the power to expend from time to time such sum or sums of money as they, in their absolute discretion, think fit for and proper for or towards—

(a) the relief of any case of distress suffered by a Member or by a person who has ceased to be a Member on account of Rule 5 (10) or by a dependent of such Member or person aforesaid or

(b) the improvement of the health of any such Member, person or dependent aforesaid, who, in the opinion of the Main Committee, might otherwise be unable to afford or to obtain such medical treatment or other facilities as is or are required or necessary for the improvement of his health.

Without in any way restricting the generality of the Main Committee's powers and discretion, the Main Committee may expend such sum or sums for the provision, acquisition or maintenance of hospital accommodation, nursing and convalescent homes and the like, and may pay or contribute towards medical, surgical and other such fees, convalescent

expenses, sums to assist those who, through continued absence, have ceased to draw Sick Pay, wholly or partially, on account of the limiting period laid down under Rule 7 and in cases of death additional payments to the widows or dependents.

(4) All applications for assistance from the Benevolent Fund shall, in the first instance, be presented to and considered by a Local Committee. The Local Secretary shall thereupon forward to the Secretary all relevant details together with the Local Committee's recommendations which the Secretary shall duly lay before the Main Committee.

Committees.

THE MAIN COMMITTEE.

16. (1) The business of the Association shall be superintended and managed by the Main Committee.

(2) The Main Committee shall consist of the Chairman, the Treasurer and six Committeemen elected annually, as provided below.

(3) Only persons who are Committeemen on a Local Committee shall be eligible for election on the Main Committee.

(4) In accordance with the undermentioned provisions one Committeeman shall be elected by each of the following Six Groups of Establishments and shall hold office for a calendar year :—

Group 1.

Head Office, including London Sub-branches and Depots, Cable Stores and Pope's Electric Lamp Co. Ltd.

Service Depot.

Watson & Sons (Electro-Medical) Ltd.

Group 2.

Fraser & Chalmers Engineering Works.

Reliance Telephone Co. Ltd.

E.D.A.S.T.

Pirelli-General Cable Works Ltd.

Group 3.

All G.E.C. Branches, Sub-branches and Depots in Great Britain, Northern Ireland and Eire (other than London Sub-branches and Depots).

Group 4.

Osram Lamp Works

Claude-General Neon Lights Ltd.

M.O. Valve Co. Ltd.

Shaw Factory

Osram G.E.C. Glass Works, Wembley

Lemington Glass Works Ltd.

Lumifax Ltd.

Research Laboratories

Union Works

Coldair Ltd.

Siemens and General Electric Railway Signal
Co. Ltd.

Group 5.

Witton

Carbon Works

Four Ashes

Park Vale

J. T. Rothwell and Co. Ltd.

Oriental Tube Co. Ltd.

Steel Conduit Co. Ltd.

Magnet Works

Swinton Works

Chamberlain & Hookham Ltd.

Group 6.

Coventry (Telephone and Radio) Works

Brighouse Works

Express Lift Co. Ltd.

Salford Electrical Instruments Ltd.

British Jewel Manufacturing Co. Ltd.

In the event of any new Branch, Works or Allied Company joining the Association the Main Committee shall allocate such new establishment to one of the said six Groups.

(5) The Group Elections shall be held as follows :—

(a) Not later than the 14th November in every year every Local Committee in each Group shall nominate from amongst their Local Committeemen one Candidate for the Group Election and not later than the 17th November each Local Secretary shall notify the Secretary of the name of the Candidate so nominated.

- (b) Not later than the 1st December in each year the Secretary shall send to each Local Secretary a list of the names of all the Candidates nominated by the Local Committees comprised in the Local Secretary's particular Group.
 - (c) Not later than the 10th December in each year every Local Committee shall out of the list of Candidates for their particular Group elect two Candidates the first of whom shall be accorded two votes and the other one vote. The Local Secretary shall send to the Secretary the names of the Candidates so elected by his Local Committee not later than the 13th December.
 - (d) The Secretary shall count the number of votes and the Candidate in each Group who receives the greatest number of votes shall become the Committeeman for that Group on the Main Committee and shall hold office for the ensuing calendar year. Should in a Group Election there be no Candidate in that Group who receives more votes than any other Candidate in that Group, then the Chairman shall select one Candidate from among those Candidates in the Group who have received the greatest number of votes, such selection to be by lot.
 - (e) The Secretary shall notify every Local Secretary before the 31st December of the names of the Committeemen who have been elected.
 - (f) A Committeeman shall be eligible to hold office for a subsequent year if re-elected.
- (6) Should a member of the Main Committee cease to be a member of his Local Committee due to the provisions of Rule 17 (10) he shall thereupon cease to be a member of the Main Committee.
- (7) Should any vacancy in the Main Committee occur in the course of the year, it may continue to act notwithstanding such vacancy. The Main Committee shall have the power to fill such vacancy by co-opting any Member having the necessary qualifications of a Committeeman. The Main Committee shall in any such case co-opt a Member from the same Group from which the Committeeman causing the vacancy came.

(8) The Main Committee shall have the right to summon any Local Committee, Local Secretary, Local Assistant Secretary or Member to any of its Meetings as it thinks fit.

(9) The Main Committee shall meet as often as is necessary for the proper conduct of the business of the Association or when called by the Chairman, or if four Committeemen make a written request addressed to the Secretary, in which event the Secretary shall convene a Meeting within 14 days from the receipt of such request.

(10) The Chairman shall preside at all Meetings of the Main Committee. Should the Chairman not be present within 10 minutes after the time for which the Meeting has been called, the Committeemen present shall elect one of their number to preside as the Chairman of that Meeting.

(11) The quorum necessary for the transaction of the business of the Main Committee shall be four.

(12) The Main Committee shall be the sole authority for the interpretation of these Rules and the decision of the Main Committee upon any question of interpretation or upon any matter affecting the Association and not provided by these Rules shall be final and binding on the Members.

(13) The decisions of the Main Committee shall be taken by a majority of the votes cast, the Chairman, the Treasurer and the Committeemen each having one vote. In the case of an equality of votes, the Chairman shall have a second or casting vote.

(14) The Main Committee shall meet in London or at such other place as the Chairman shall from time to time decide.

(15) The Main Committee shall within six weeks after 31st October in every year present a Report and Balance Sheet showing the income and expenditure of the Association for the 12 months ending 31st October duly signed by the Chairman, Treasurer and the Auditors. A copy of the Report and Balance Sheet, together with the amount of the proposed dividend, shall be exhibited publicly at all the Establishments at which the Members are employed at least seven

days prior to the date fixed for the Annual General Meeting.

(16) The Main Committee shall be entitled to appoint out of their number Sub-Committees to investigate and report upon any matter and may on any such Sub-Committee co-opt any Member or Members the Main Committee thinks fit.

LOCAL COMMITTEES.

17. (1) Every Establishment of the Company or Allied Company consisting of 50 Members or more shall be entitled to form a Local Committee. In special cases the Main Committee have power to authorise an Establishment of less than 50 Members to form a Local Committee.

(2) The Local Committee shall consist of a Chairman and the following number of Local Committeemen, that is to say, in respect of the first 50 Members in the Establishment (including any Small Establishment affiliated thereto) there shall be three Local Committeemen, and for every additional 200 Members over the first 50, there shall be one further Local Committeeman, with a maximum total of 10 Local Committeemen. The Chairman of the Local Committee shall be the Manager of the Establishment or such other person as shall be appointed by the Chairman of the Association.

(3) The Local Committeemen shall be elected by the Members in the Establishment and any Small Establishment affiliated thereto, in accordance with the provisions for a Local Committee Election as set out below and shall hold office from the 1st November in one year to the 31st October in the following year.

(4) The qualification for a Local Committeeman shall be not less than 10 years total Membership of the Association and holding not less than 20 shares in the Sick Fund in the case of a male or 15 shares in the case of a female. However, where the number of years during which an Allied Company or an Establishment has been connected with the Association is less than 12, then during the first two years

no qualification period for a Local Committeeman shall be necessary. Thereafter the qualification period shall be the number of years during which such Allied Company or Establishment has been connected with the Association less two years.

(5) Each Local Committee, at the first meeting it holds after election, shall appoint from the Cashiers or Wages Department of its Establishment a Local Secretary to hold office from the date of that Meeting until the date of the first meeting of the Local Committee appointed by the subsequent election. A Local Secretary shall not be eligible for election as a Local Committeeman.

(6) Each Local Committee shall fix a day in October of every year for the holding of its Local Committee Election. Not later than seven days before the day fixed for such Local Committee Election, the Local Secretary shall publicly exhibit in the Establishment and in any Establishment affiliated to the Local Committee a notice giving the date of such Election, together with a list of the existing Local Committeemen offering themselves for re-election, and the number of vacancies, if any, to be filled in the Local Committee. The said notice shall include a statement that any nominations for new Local Committeemen, which must be signed by at least two Members, must be lodged with the Local Secretary not less than two days before such Election.

(7) The existing Local Committeemen shall be eligible for re-election without nomination.

(8) The Election of the Local Committeemen shall be by ballot and suitable arrangements shall be made by the Local Secretary to enable Members to cast their votes. Each Member shall have as many votes as there are Local Committeemen to be elected, but shall not be entitled to give more than one vote to any one Candidate. If for the last place to be filled on the Local Committee two or more Candidates receive an equal number of votes, the Chairman of the Local Committee shall have a second or casting vote. The Local Secretary shall publicly exhibit in the Establishment and any affiliated Establishment the results of the Election.

(9) If the number of the existing Local Committeemen offering themselves for re-election plus the number of new Committeemen (if any) duly nominated do not exceed the number of places on the Local Committee, then the existing Local Committeemen aforesaid plus the new Local Committeemen (if any) who have been duly nominated shall be deemed to have been elected as the Local Committee for the ensuing period and the Local Committee Election shall be deemed to have been duly held. The Local Secretary shall thereupon publicly exhibit in the Establishment and any affiliated Establishment a notice to that effect together with a list of the Local Committeemen elected for the ensuing period.

(10) Should a Local Committeeman be transferred from the Establishment in which he was employed at the time he was elected on the Local Committee or should he cease to be a Member of the Association he shall thereupon cease to be a member of the Local Committee.

(11) Should for any reason whatsoever a vacancy in the Local Committee occur during its year of office it may continue to act notwithstanding such vacancy. The Local Committee shall have power to fill such vacancy by co-opting any Member having the necessary qualifications of a Local Committeeman.

(12) The quorum necessary for the transaction of the business of the Local Committee shall be not less than half the total number of persons on the Local Committee.

(13) If at any meeting of the Local Committee the Chairman shall not be present within 10 minutes after the time for which the Meeting has been convened, the Local Committeemen present shall elect one of their number to preside as the Chairman of that Meeting.

(14) The decisions of the Local Committee shall be taken by a majority of the votes cast, each Local Committeeman and the Chairman having one vote. In the case of an equality of votes the Chairman of the Meeting shall have a second or casting vote.

(15) The Local Committee shall meet as often as is necessary for the proper conduct of the business within its area or when called by the Chairman of the Local Committee or if a written request is addressed to the Local Secretary and signed by at least that number of Local Committeemen as represents a quorum, in which event the Local Secretary shall convene a meeting within 7 days from the receipt of such request.

**Small Establishments
and
Local Assistant Secretaries.**

18. (1) Every Establishment (hereinafter referred to as "a Small Establishment") of the Company or Allied Company, consisting of less than 50 Members and not being authorised to form a Local Committee under Rule 17 (1) shall have a Local Assistant Secretary, who shall be appointed by the Manager of the Small Establishment for such period as the Manager shall from time to time decide.

(2) Every Small Establishment shall be affiliated with such Local Committee as the Chairman of the Association shall from time to time decide.

(3) A Small Establishment shall be considered for the purposes of these Rules as forming part of the Establishment of the Local Committee with which it is affiliated. However, the Local Assistant Secretary may collect and keep account of all subscriptions due from and may be responsible for paying Sick Pay, Refunds, Dividends and any sums as may, under these Rules, be due in respect of Members in the Small Establishment. The Local Assistant Secretary shall render to the Local Secretary details of all receipts and payments in manner prescribed from time to time by the Secretary and approved by the Treasurer, and shall forward all claims for assistance from the Benevolent Fund to the Local Secretary for consideration and report by the Local Committee in order that the latter can forward such claim with its recommendations to the Main Committee.

Remuneration of Secretary and Local Secretaries.

19. (1) The remuneration of the Secretary shall be 5d. for each Member on the registers of the Association on the 31st of October of each year.
- (2) The remuneration of a Local Secretary shall be 1s. 6d. for each Member on his register on the 31st October of each year.

General Meetings.

20. (1) An Annual General Meeting of the Association shall be held in December of every calendar year to :—
- Receive and pass the Balance Sheet and Report for the year ending the previous 31st October ;
 - Approve the dividend ;
 - Elect the Auditors ;
 - Transact such other business as is usually transacted at an Annual General Meeting.
- Any other business shall be deemed special and may only be transacted at a Special General Meeting.
- (2) A Special General Meeting of the Association shall be convened with all reasonable speed by the Secretary:—
- (a) When the Main Committee or the President shall deem it expedient, or
 - (b) When requisitioned in writing by at least 25 Members stating fully the objects of the Meeting.
- (3) At least seven days' notice shall be given of an Annual General Meeting and at least 14 days' notice of a Special General Meeting, such notice to be publicly exhibited in all Establishments of the Company and Allied Companies where there are Members. Any notice shall be deemed to be duly given at the time when the same is posted up. Any accidental omission in duly posting any such notice in any such Establishment shall not invalidate the proceedings of any such Meeting. All such notices shall state the time and place of the Meeting, and shall briefly state the business to be transacted. No business other than that specified in the notice convening the Meeting shall be considered.

(4) All General Meetings shall be held in London or at such other place as the Main Committee may from time to time appoint.

(5) The Chairman shall preside at all General Meetings, but if the Chairman shall not be present within 10 minutes after the time for which the Meeting has been convened, the Meeting shall elect one of the Main Committeemen present, or failing such a Committeeman, one of the Members to preside as Chairman of the Meeting.

(6) No business shall be transacted at any General Meeting unless a quorum is present when the Meeting proceeds to business. Twenty-five Members shall be a quorum.

(7) The Chairman of the Meeting may, with the consent of any Meeting at which a quorum is present, adjourn any meeting from time to time and from place to place as the Meeting shall determine. Whenever a meeting is adjourned for 10 days or more, notice of the adjourned meeting shall be given in similar manner as in the case of the original meeting.

Voting at General Meetings.

21. (1) All business transacted at a General Meeting (whether Annual or Special) shall be decided by a show of hands unless a poll be demanded. On a show of hands each Member personally present shall be entitled to one vote. On a poll, every Member, whether present at the Meeting or not, shall on any matter other than a matter affecting the Benevolent Fund be entitled to two votes in respect of each 3d. share held by him or one vote in respect of each 1d. share held by him on the date of the Meeting. On matters affecting the Benevolent Fund, every Member shall be entitled to one vote only.

(2) A poll may be demanded :—

(a) By the President.

(b) By the Chairman of the Meeting.

(c) By requisition in writing signed by at least 35 Members and lodged with the Secretary not less than 48 hours before the Meeting.

(d) By at least 25 Members personally present at the Meeting.

(3) If a poll be demanded as above it shall be taken in such manner as the Chairman of the Meeting may direct subject to the following provisions :—

Every Member shall be entitled to record his vote by filling in and signing a polling paper and returning it within a reasonable period to be fixed by the Chairman of the Meeting.

Proper arrangements shall be made for enabling Members to obtain voting papers and to return them to their Local Secretary (Assistant) for forwarding to the Secretary.

The result of the poll shall be notified in such manner as the Chairman of the Meeting directs and shall be deemed to be the resolution of the Meeting at which the poll was demanded.

(4) All resolutions taken on a show of hands shall be passed by a majority of the votes cast and in the event of an equality of votes, the Chairman of the Meeting shall have a second or casting vote.

(5) All resolutions taken on a poll shall only be passed if three-quarters of the votes cast in respect thereof are in favour.

Rules.

22. (1) One copy of these Rules shall be supplied to every Member free of charge.

(2) These Rules may be added to or repealed or amended at any Special General Meeting : Provided that in the notice convening such Special General Meeting the text of any such proposed addition, repeal or amendment has been duly set out : Provided further that any amendment to such text as may be proposed at such Meeting shall only be accepted and passed if three-quarters of the votes cast in respect thereof are in favour.

(3) Any addition, repeal or amendment duly made as aforesaid shall be binding on the Members whether they be present at such Special General Meeting or not.

(4) Except as hereafter provided, these Rules shall come into effect and be operative on the 1st November 1947 and on that date all previous Rules of the Association shall be cancelled : Provided always that—

- (a) For the purposes of the creation of and the holding of elections for Local Committees these Rules shall be deemed to be operative on and from the 1st October 1947.
- (b) Pending the election of the Main Committee under the provisions of Rule 16 of these Rules, the Committee appointed under the previous Rules shall continue to function and shall exercise the powers and functions of the Main Committee.
- (c) The Secretary, the Local Secretaries, the Auditors and all other officers appointed under the previous Rules shall continue to function pending being reappointed or replaced under these Rules.
- (d) The Balance Sheet, Report and Accounts, and the Remuneration of the Secretary and Local Secretaries for the year ending 31st October 1947 shall be based upon the provisions of the previous Rules.

APPENDIX

NATIONAL INSURANCE ACT 1946

Second Schedule

Sickness Benefit

	<i>Weekly Rate</i>
(a) In the case of a person over the age of eighteen, not being a married woman ..	26s.
(b) in the case of a person under the age of eighteen, not being a married woman—	
(i) during any period during which that person is entitled to an increase of benefit in respect of a child or adult dependent	26s.
(ii) during any other period	15s.
(c) in the case of a married woman over the age of eighteen—	
(i) during any period during which she is entitled to an increase of benefit in respect of her husband, or during which she is not residing with and is unable to obtain any financial assistance from her husband ..	26s.
(ii) during any other period	16s.
(d) in the case of a married woman under the age of eighteen—	
(i) during any period during which she is entitled to an increase of benefit in respect of her husband, or during which she is entitled to an increase of benefit in respect of a child or an adult dependent other than her husband and she is not residing with and is unable to obtain any financial assistance from her husband ..	26s.
(ii) during any other period during which she is entitled to an increase of benefit in respect of a child or adult dependent	16s.
(iii) during any other period	15s.

Example of the operation of Rule 6 (1).

If a Member's remuneration from the Company was 92s. per week, then, *prior* to the coming into force of the Sickness Benefit provisions under the National Insurance Act 1946, the Member's "Salary" under the Sick Fund would be 92s. per week and the number of Shares in the Sick Fund held by that Member would be 92 divided by 5, equals 18 Shares, giving a Sick Fund benefit of 90s. per week.

After the Sickness Benefit provisions under the Act come into force *and after* the Member has satisfied the "contribution conditions," then, if his circumstances were such (to take an example) that he came under category (a) of the above Schedule and became entitled to a Sickness Benefit under the Act at the rate of 26s. per week for himself alone (excluding any payment for a child, wife or adult dependent), his "Salary" under the Sick Fund for computing the number of Shares in the Sick Fund would be 92s.

less 26s. rounded off to the nearest multiple of 5s. 	25s.
"Salary" equals 	<u>67s.</u>

Thus the Member would then hold and pay for 13 Sick Fund Shares (i.e., 67 divided by 5), instead of 18 Shares as hitherto and would receive the following benefit :—

Sick Fund 	65s. per week
National Insurance (excluding any allowance for wife, child or adult dependent) 	26s. ,, ,,
Total ..	<u>91s. ,, ,,</u>

SCHEDULE.

British Jewel Manufacturing Co. Ltd.
Bushing Company Ltd.
Chamberlain & Hookham Ltd.
Claude-General Neon Lights Ltd.
Coldair Ltd.
E.D.A.S.T.
Express Lift Co. Ltd.
General Pneumatic Appliances Ltd.
G.P.A. Tools and Gauges Ltd.
Lamp Caps Ltd.
Lemington Glass Works Ltd.
Lumifax Ltd.
M. O. Valve Co. Ltd.
Oriental Tube Co. Ltd.
Parkhall Pottery Co. Ltd.
Pirelli-General Cable Works Ltd.
Pope's Electric Lamp Co. Ltd.
Reliance Telephone Co. Ltd.
J. T. Rothwell & Co. Ltd.
Salford Electrical Instruments Ltd.
Siemens & General Electric Railway Signal Co. Ltd.
Steel Conduit Co. Ltd.
United Lamp Black Works Ltd.
Watson & Sons (Electro-Medical), Ltd.
Witton James Ltd.
Woods of Colchester Ltd.

The Solicitors' Law Stationery Society, Limited,
Flaxman Terrace, Dukes Road, W.C.1.
BT573-10893.
